1946. K File No. Fisheries & Industri 46

Legal DEPARTMENT Pt. II

E BRANCH

Examined MM 11/6/46

Subject:—

Loans under State aid to Industries Rules, 1935

[For previous pps. pl. see pt. I]

(P) 16/E)

File No. Fisheries & Industries/46

Std. Sectt. Slip 24 B e.

Part- II

565-E

THIS MORTGAGE made the day of one thousand nine hundred and forty between Shankar Malloo Kharatmal for himself and as t... Karta or Manager of the Joint Hindu family consisting of himself his wife Bai Rakhama, his son Malloo Shankar Kharatmal, Bai Kalavva the wife of the said Malloo Shankar Kharatmal and Shrimant Malloo Kharatmal, Chaturgana Malloo Kharatmal and Kamala Malloo Kharatmal, the children of the said Malloo Shankar Kharatmal, all minors under the age of 18 years and Malloo Shankar Kharatmal for himself and as the father and natural guardian of the said minor children Shrimant, Chaturgana, Kamala all of Sholapur, (hereinafter collectively referred to as "the Mortgagors" which expression shall unless the context does not so admit include their respective heirs, executors, administrators and assigns) of the one part and the Governor of Bombay (hereinafter referred to as "the Mortgagee" which expression shall unless the context does not so admit include his successors and assigns) of the other part.

WHEREAS the Mortgagors along with their respective wives, Rakhama and Kalavva and the said Shrimant, Chaturgana and Kamala minor children of the said Malloo Shankar Kharatmal constitute a joint Hindu family (hereinafter referred to as the said joint family)

AND WHEREAS the said joint family is absolutely seized and possessed of or otherwise sufficiently entitled to the land hereditaments and premises situate lying and being at Sholapur and more particularly described in the Schedule hereunder written

AND WHEREAS the Mortgagors applied to the Mortgagee for a loan of Rs. 2000/- for purchasing equipment and raw materials for the ancestral tanning and Leather Working business of the said joint family carried onby them at Sholapur

AND WHEREAS under the Bombay State Aid to Small Industries, Rules, 1935 the Mortgagee has agreed to advance to the Mortgagors the said loan of Rs. 2000/- upon the Mortgagors having agreed to secure repayment thereof in the manner hereinafter prescribed

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

(1) In pursuance of the said agreement and in consideration of the sum of Rs. 2000/- (Rupees two thousand) paid to the Mortgagors by the Mortgagee on or before the execution of these presents (the receipt whereof the Mortgagors do hereby admit and acknowledge and of and from the same do hereby release and discharge the Mortgagee) the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors will repay to the Mortgagee the said sum of Rupees 2000/- with interest thereon at the rate of 5½ per cent. per annum within a period of seven years from this date by sixty-six monthly instalments of Rs. 30/- each and a sixty-seventh instalment of Rs. 20/- only for principal the first of such instalments to be paid on the ..... day of ..... One thousand nine hundred and forty ..... and the subsequent instalments to be paid on the ..... day of each subsequent month and that the Mortgagors shall in the meantime and so long as any part of the principal sum of Rupees two thousand shall remain owing pay interest

/ Insert slip A here 7

/Slip A_7
to the Mortgagee at the rate of 5½ per cent. per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by monthly payments the first of which payments shall be made on the day of 194 and subsequent monthly payments shall be made on the day of each subsequent month until the whole sum

the security of these presents to inspect and examine any part of the Mortgaged properties and render them or him such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagors or to the Mortgaged property or any part thereof as he or they shall require;

(e) that the Mortgagor's shall utilise the amount of the said loan for purchasing equipment and raw materials for their joint family Tanning and Leather Working business.

In witness whereof the Mortgagors have set their respective hands hereto the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED.

ALL THAT piece or parcel of land or ground of the quit and Ground Rent Tenure with the messuage tenement or dwelling house standing thereon situate, lying and being in the Registration Sub-District of
containing by admeasurement or thereabouts, bearing Revenue Survey No. 6713 and Municipal No. 525 and bounded as follows that is to say on or towards the East by
on or towards the West by
on or towards the North by
and on or towards the South by

THE SECOND SCHEDULE ABOVE REFERRED TO.

(1) Drum (2) Belt joint press (3) Marble (4) Beams (5) Kundas, (6) Tubs (7) Belt cutting machine and (8) Hand machine.

Signed and Delivered by the
abovenamed Mortgagors
(1)
(2)
in the presence of
1.
2.

Received of and from the
Governor of Bombay the sum of
Rupees Two thousand, being the
amount of the Government Loan
expressed above to have been
paid by the Governor of Bombay,
to the Mortgagors abovenamed.

Rs. 2000/-

1.
2.

We say received

Mortgagors.

Letter.

No. 53

Legal Department.

Bombay Castle, 4th ~~December 1945~~ January 1946.

To

The Director of Industries,
Bombay.

Subject:- State aid to Industries.
Loan of Rs. 2,000/- to Messrs. Shankar Malloo and Malloo Shankar Kharatmal.

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Reference correspondence resting with your No. S.R.1 (168)/3429, dated 13th December 1945.

2. I have the honour to send herewith two copies of the draft mortgage deed as desired by you.

3. The mortgage deed is chargeable with a stamp duty of Rs. 22-8-0 under article 40(b) read with article 15 of the Schedule I to the Indian Stamp Act. As the mortgage relates to immoveable property, it requires registration.

4. The sanad and the extracts are returned herewith.

Solicitor to Government.

Issued
copy
- All -

Submitted after issue
File in Dist & Talukas File
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2

This mortgage made at ---------- the ------ day of one thousand nine hundred and forty six between Nagasing annusing Dhamone of Belgaum Hindu Inhabitant for himself and as the father and the natural guardian of his minor son Bhimsing Nagsing Dhamone, a minor under the age of 18 years, (hereinafter referred to as "the Mortgager" which expression shall unless the context does not so admit include his heirs, executors, administrators and assigns) of the one part; Gopalsingh Fakirsingh Dhamone, Remsingh Nagasing Dhamone, and Laxman Nagasing Dhomone, also of Belgaum, Hindu inhabitants, hereinafte called "the confirming parties" (which expression shall, unless the context does not so admit include their respective heirs, executors, administrators and assigns) of the second part and the Governor of Bombay, (hereinafter called "the Mortgagee" which expression shall unless the context does not so admit include his successors and assigns) of the third party.

Whereas Nagarsing Annusing Dhamone the mortgagor above named is the Manager of the joint Hindu family consesting of himself, his wife Mallerna and Nagarsing Dhamone, his sons Ramsingh Nagarsing Dhamone, Laxuman Nagarsing Dhamone and Bhimsingh Nagarsing Dhamone and Hira Ramsingh Dhamone, wife of the said Ramshingh Dhamone, Padmavati, daughter of the said Ramsingh Dhamone, and Gopalsing Fakirsingh Dhamone and his sister Yamubai Fakirsingh Dhamone;

And Whereas the said joint family is seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate lying and being at Belgaum and more particularly described in the schedule hereunder written.

And Whereas the Mortgagor applied to the Mortgagee for a loan of Rs. 2,000/- for providing working capital for the development of ancestral tanning business of the said joint family carried on by them at ~~Sholapur~~ Belgaum and for purchasing raw materials required for their aforesaid tanning business.

AND WHEREAS under the Bombay State Aid to Small Industries, Rules, 1935 the Mortgagee has agreed to advance to the Mortgagor/ the said loan of Rs. 2,000/- upon the Mortgagor/ having agreed to secure repayment thereof in the manner hereinafter prescribed;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

(1) In pursuance of the said agreement and in consideration of the sum of Rs. 2,000/- (Rupees two thousand) paid to the Mortgagor/ by the Mortgagee on or before the execution of these presents (the receipt whereof the Mortgagor/ doth hereby admit and acknowledge and of and from the same doth hereby release and discharge the Mortgagee) the Mortgagor/ doth hereby covenant with the Mortgagee that the Mortgagor will repay to the Mortgagee the said sum of Rupees 2,000/- with interest thereon at the rate of 5½ percent per annum within a period of eight years from this date by equal monthly instalments of Rs.25/- each for principal the first of such instalments to be paid on the -------- day of ---------- One thousand nine hundred and forty -------- and the subsequent instalments to be paid on the ---------- day of each subsequent month and that the Mortgagor/ shall in the meantime and so long as any part of the principal sum of Rupees two thousand shall remain owing pay interest to the Mortgagee at the rate of 5½ per cent per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by monthly payments the first of which payments shall be made on the ------ day of ---------- 194 and subsequent monthly payment shall be made on the ---------- day of each subsequent month until the whole sum of Rupees two thousand is paid off PROVIDED ALWAYS that if any such interest shall remain unpaid for one month after the date on which the same ought to be paid then and in every such case the interest so in arrears shall at the expiry of such month be capitalised and be added to the principal sum hereby secured and for the time being owing hereunder and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such

arrears PROVIDED FURTHER that the last preceding proviso shall not permit the Mortgagors to allow any interest to fall into arrears.

(2) In further pursuance of the said agreement and for the consideration aforesaid the Mortgagors doth hereby grant, convey, transfer and assure and the confirming parties do hereby grant and c nfirm unto the Mortgagee all that piece or parcel of land or ground situate lying and being at Belgaum, Ghavala Galli and more particularly described in the Schedule hereunder written together with all and singular the houses, out-houses, edifices, buildings, yards, wall-compounds, paths, waters, water courses, sewers, ditches, drains, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members, appurtenances to the said land hereditaments and premises or in anywise appurtaining or with the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto. AND TOGETHER also with all the right title interest claim and demand whatsoever of the Mortgagors into and upon the said piece or parcel of land hereditaments and premises or any part thereof (hereinafter collectively referred to as "The Mortgaged properties") TO HAVE AND TO HOLD the same unto the the use of Mortgagee absolutely subject to the proviso for redemption hereinafter contained.

(3) PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagors shall duly comply with the terms on which the said loan has been granted and shall duly repay the amount of the said loan of Rs. 2,000/- together with interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee upon the request and at the costs, charges and expenses of the Mortgagors reassign and retransfer the mortgaged properties unto the Mortgagors or as he may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum or any instalment thereof or interest thereon or any part thereof the Mortgagors shall remain in the possession or receipt of the rents and profits of said land hereditaments and premises.

(4) The said principal sum of Rs.2,000/- or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events :-

(a) If the Mortgagor shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid.

(b) If the Mortgagor shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagor shall commit breach of any one of the covenants or provisions herein contained and on his part to be observed and performed.

(e) If the Mortgagor shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagor is adjudicated insolvent.

(5) As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to relise the same and quietly to hold and enjoyed the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor or any other person whatsoever claiming under the Mortgagor.

(6) If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constituted becomes enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the

Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or rescind or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof AND IT IS HEREBY AGREED AND DECLARED that the provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security.

(7) AND IT IS HEREBY AGREED AND DECLARED that whenever any instalment of principal or interest shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof: Provided Always that this clause shall not affect other rights powers and remedies of the Mortgagee.

(8) The Mortgagor doth hereby covenant with the Mortgagee as follows:-

(a) That the Mortgagor has now good right and full power to assign and transfer the said mortgaged properties hereinbefore expressed to be hereby assigned and transferred as aforesaid free from all claims liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will ~~at~~ all times at the costs until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same executed and do all such assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct as ~~xxxxxx~~ shall be reasonably required;

(b) that the moneys secured by these presents shall be a

first charge on the said mortgaged properties and shall take precedence over all other moneys now due by or which may hereafter be borrowed by the Mortgagor;

(c) that the Mortgagor will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry on and conduct the business of the mortgagor in a proper and effecient manner and for that purpose

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will keep the said mortgaged properties insured against loss or damage by fire and riots and civil comotion to its full insurable value and will apply all moneys received by the Mortgagor under any such insurance in making good any such loss or damage;

(iii) will duly and punctually pay perform and observe all rents rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagor in respect of the said mortgaged properties or otherwise howsoever;

(d) that the Mortgagor will permit the Mortgagee or any person or persons authorised by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the Mortgaged peoperties and render them or him such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or to the Mortgaged peoperties or any part thereof as he or they shall require;

(e) that the Mortgagor shall utilise the amount of the said loan for providing working capital for his joint family Tanning business and for purchasing raw materials required for the aforesaid Tanning business.

In witness whereof the Mortgagor and the confirming parties have set their respective hands hereto the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED.

ALL THAT piece or parcel of land or ground of the quit a
Ground Rent Tenure with the messuage tenement or dweling hou
standing thereon situate, lying and being in the Registration
Sub-District of---------- - containing by admeasurement
11,700 square feet or thereabouts, bearing City Survey No.477
and bounded as follows that is to say -
on or towards the East by
on or towards the West by
on or towards the North by
on or towards the South by

Signed and Delivered by the )
above named Mortgagor )
(1) Nagsing Amarsing Dhamone. )
)
in the presence of )
1. )
2. )

Signed and Delivered by )
1. Gopalsingh Fakirsingh Dhamone )
2. Ramsingh Nagasingh Dhamone and )
3. Laxman Nagasingh Dhamone )
the confirming parties above named )
in the presence of )

Received of and from the Governor )
of Bombay the sum of Rupees Two )
thousand, being the amount of the ) Rs. 2,000/-
Government Loan expressed above to )
have been paid by the Governor of )
Bombay, to the Mortgagor abovenamed. )

1. )
2. ) I say received

Mortgagor

No. 5851

Legal Department,

Bombay Castle, 24th August 1946.

To

The Director of Industries,
Bombay.

Subject:- State-aid to Industries Rules 1935
Grant of loan to N. A. Dhamone.

Reference your letter No. S. R. 1(180)/3014, dated the 7th August 1946.

I have the honour to forward herewith two copies of the draft mortgage deed as desired by you.

2. The mortgage deed is chargeable with a stamp duty of Rs. 22-8-0 under article 40(b) read with article 15 of the Schedule I to the Indian Stamp Act. As the mortgage relates to immoveable property, it requires registration.

22/8
for Solicitor to Government.

Issued
24/8

IKc. 21.8.

No.L.A.(S-298)/ 4926
Office of the Director of Industries,
Old Custom House Yard,
Bombay, 23 November, 1946.

To

The Solicitor to Government,
Legal Department,
Bombay.

1519
23/11

Subject:- Grant of subsidy and loan to Mr. S.S. Satpati of Belgaum (deceased).
Recovery of loan.

Sir,

I have the honour to state that one Mr. S.S. Satpati of Belgaum was given by this Department a subsidy of Rs. 15/- and a loan of Rs. 155/-, free of interest, for the development of his weaving industry under the scheme for grant of subsidies and loans to artisans. The grant was disbursed to him in September, 1943, after execution of the necessary agreement by him with Government, a copy of which is enclosed herewith for your information.

2. I am now informed by the District Industrial Officer of this Department at Belgaum, that Mr. Satpati expired on 2-9-1945, leaving behind him his wife and two minor children who are the only heirs of the deceased. Mr. Satpati has repaid up-to-now an amount of Rs. 80/- leaving a balance of Rs. 75/- still recoverable from him. His widow who was consulted in the matter has agreed to carry on the industry with the appliances given to her husband and to repay the balance of the loan by monthly instalments of Rs. 4/- each.

3. In view of the above I have to request you kindly to let me know whether the present agreement executed by late Mr. S.S. Satpati will hold good and whether Mrs. Satpati may be allowed to repay the balance of the loan by monthly instalments of Rs. 4/- each or any amendments therein or a fresh agreement will be necessary in the matter.

A very early reply is requested.

Your obedient servant,

Deputy Director,
for Director of Industries.

ADP

No. 8483

Legal Department,
Bombay Castle, November 1946.

To
The Director of Industries,
Bombay.

Subject:- Grant of Subsidy and loan to Mr. S. S. Satpati of Belgaum (deceased).
Recovery of loan.

Sir,

With reference to your letter No. L.A. (S-298)/4926 on the subject noted above, I have the honour to state that it is advisible to enter into a fresh agreement with Mrs. Satpati.

Your obedient servant,

RDN 27/11
Offg. Solicitor to Government.

Submitted

20/ Rly in Dir of Industries file.

MSP
27/11

Sol for 28/11